

SECOND AGREEMENT AMENDMENT

THIS AMENDMENT (herein "Amendment") is entered into this ____ day of _____, 2008 by and between West Valley City, a Utah municipal corporation ("City"), and Stantec Consulting Services, Inc. a Utah Corporation ("Stantec"), and amends, for the second time, the AGREEMENT FOR PROFESSIONAL SERVICE (herein "Original Agreement") entered into between these Parties on November 28, 2006.

WITNESSETH

WHEREAS, the City has requested a study and review of an existing wetland mitigation site on Centennial Park Property; and

WHEREAS, the City and Stantec amended the Original Agreement for the first time on or about May 7, 2007, ("First Amendment"); and

WHEREAS, the City and Stantec wish to amend the Original Agreement, for the second time, to reflect additional services provided by Stantec and the compensation for those services;

NOW THEREFORE, in consideration of the covenants and promises contained in this Second Amendment, the City and Stantec (herein the "Parties") agree as follows:

AGREEMENT

1. Stantec shall perform the following additional services:
 - a. New water budget, planting plan and detailed mitigation drawings
 - b. Coordinate with the U.S. Army Corps of Engineers
 - c. Final draft of Mitigation Plan
 - d. Additional drawings and mitigation design for increased pond area
 - e. Any additional services at the request of the City in conjunction with this project
2. In addition to the provisions in Paragraph 2 a. of the First Amendment, the following paragraph shall be added:

In consideration for the *additional services* performed by Stantec, as set forth in the the Second Amendment, the City agrees to pay Stantec an amount not to exceed Ten Thousand Dollars (\$10,400.00). Funds shall be paid within thirty (30) days from receipt of invoice for work performed.

All other terms and conditions of the Parties' Original Agreement and First Amendment not specifically amended herein shall remain unchanged and in full force and effect.

